

**CABLE TELEVISION**

**RENEWAL LICENSE**

**GRANTED TO**

**COMCAST OF BROCKTON, INC.**

**JAMES E. HARRINGTON  
MAYOR**

**CITY OF BROCKTON,  
MASSACHUSETTS**

**APRIL 7, 2008**

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**A G R E E M E N T**

This Cable Television Renewal License entered into this 7<sup>th</sup> day of April, 2008, by and between Comcast of Brockton, Inc. ("Comcast"), a Delaware corporation, and the Mayor of the City of Brockton, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

**W I T N E S S E T H**

WHEREAS, the Issuing Authority of the City of Brockton, Massachusetts, pursuant to M.G.L. c. 166A is authorized to grant one or more nonexclusive, revocable cable television renewal licenses to construct, operate and maintain a Cable Television System within the City of Brockton;

WHEREAS, the Issuing Authority conducted public hearings, pursuant to Section 626 of the Cable Act, on September 22, 2005 and October 19, 2005, to (1) ascertain the future cable related community needs and interests of Brockton, and (2) review the performance of Comcast during its current license term;

WHEREAS, the Issuing Authority commissioned a cable television survey of Brockton subscribers, which survey was conducted in December of 2005;

WHEREAS, the Issuing Authority conducted additional ascertainment to determine the future cable related community needs and interests;

WHEREAS, the Issuing Authority issued a Request-For-Renewal-Proposal ("RFP") to Comcast on April 26, 2006, pursuant to Section 626(c) of the Cable Act; and

WHEREAS, Comcast submitted a response to said RFP dated June 26, 2006.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

## ARTICLE 1

### DEFINITIONS

#### Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Brockton resident and/or any persons affiliated with a Brockton institution to use designated PEG Access facilities, equipment and/or Licensee-owned channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A Licensee-owned video channel which the Licensee makes available to the City of Brockton, its designees and/or the Access Corporation, without charge, for the purpose of transmitting non-commercial programming by members of the public, City departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: The entity, as designated by the Issuing Authority from time to time, for the purpose of operating and managing Public and Governmental Access funding, equipment and channels on the Brockton Cable Television System.

(4) Affiliate or Affiliated Person: Another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(5) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

(6) CMR: The acronym for Code of Massachusetts Regulations.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996), as may be further amended.

(8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

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(9) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming services.

(10) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the City, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(11) City: The City of Brockton, Massachusetts.

(12) City Solicitor: The City Solicitor of the City of Brockton, Massachusetts.

(13) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

(14) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(15) Converter: Any device altering a Signal coming to a Subscriber. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(16) Department of Public Works ("DPW"): The Department of Public Works of the City of Brockton, Massachusetts.

(17) DVD: The acronym for Digital Video Disc player.

(18) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(19) Drop or Cable Drop: The coaxial cable that connects a residence and/or building to the Cable System.

(20) Educational Access Channel: A Licensee-owned channel on the Cable System made available by the Licensee to the Issuing Authority and/or his or her designee(s) for use by, among others,

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educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(21) Effective Date of the Renewal License (the "Effective Date"): April 1, 2008

(22) Execution Date of the Renewal License (the "Execution Date"): April 7, 2008.

(23) FCC: The Federal Communications Commission, or any successor agency.

(24) Government Access Channel: A Licensee-owned channel on the Cable System made available by the Licensee to the Issuing Authority and/or his or her designee(s) for use by, among others, those Persons and/or the Access Corporation wishing to present non-commercial governmental programming and/or information to the public.

(25) Gross Annual Revenues: Revenues derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System in the City of Brockton for the provision of Cable Service(s) including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or Cable Service charges received from Subscribers; all Pay Cable and Pay-Per-View revenues; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; all Commercial Subscriber Cable Service revenues; Converter, remote control and other equipment rentals, and/or leases and/or sales. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off; consistent with Generally Accepted Accounting Principles provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(26) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(27) Hub or Hub Site: A sub-Headend, generally located within a cable television community, use of which may include, but not be limited to, Signal processing or switching, or placement of a fiber node, microwave link or transportation super trunk.

(28) Institutional Network ("I-Net"): The separate fiber-optic network connecting City buildings and schools, for the exclusive use of the City, its departments and/or designees.

(29) Institutional Network Connection ("I-Net Connection"): The fiber run that connects the Node located at each Institutional Network Building to the Institutional Network Hub Site.

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(30) Institutional Network Hub Site: The location in the City of Brockton that serves as the hub for the Institutional Network that enables Signal processing and switching.

(31) Issuing Authority: The Mayor of the City of Brockton, Massachusetts, pursuant to M.G.L. Chapter 166A.

(32) Leased Channel or Leased Access: A video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.

(33) License Fee or Franchise Fee: The payments to be made by the Licensee to the City of Brockton, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

(34) Licensee: Comcast of Brockton, Inc. ("Comcast") or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(35) Node: The equipment used to bi-directionally convert bandwidth from optical to RF for coaxial distribution.

(36) Normal Business Hours: Those hours during which most similar businesses in Brockton are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

(37) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(38) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's cable television equipment to the Cable System.

(39) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(40) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(41) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(42) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(43) PEG Access Channels: Any Licensee owned channel(s) made available for the presentation of PEG Access Programming.

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(44) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(45) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(46) Public Access Channel: A Licensee owned channel on the Cable System made available by the Licensee to the Issuing Authority and/or his or her designee(s) for use by, among others, Brockton residents, organizations and/or the Access Corporation wishing to present non-commercial programming and/or information to the public.

(47) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

(48) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(49) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter or other decoding device.

(50) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(51) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(52) State: The Commonwealth of Massachusetts.

(53) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(54) Subscriber Network: The 750 MHz Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(55) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

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(56) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(57) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

(58) VCR: The acronym for video cassette recorder.

(59) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.



## **ARTICLE 2**

### **GRANT OF RENEWAL LICENSE**

#### **Section 2.1---GRANT OF RENEWAL LICENSE**

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Mayor of the City of Brockton, Massachusetts, as the Issuing Authority of the City, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the City of Brockton.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all lawful City, State and federal statutes and ordinances of general application, as all may be amended from time to time.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City of Brockton within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the State of Massachusetts and the City of Brockton. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, interfere with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any generally applicable regulations of the Department of Public Works and any generally applicable special laws or City ordinances and/or regulations enacted hereafter. The Licensee reserves its right to appeal any such dispute in a court of competent jurisdiction.

#### **Section 2.2---TERM OF RENEWAL LICENSE**

The term of this Renewal License shall be a ten (10) year term, commencing on April 1, 2008 and expiring on at midnight on March 31, 2018, unless sooner terminated as provided herein.

**Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE**

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the City of Brockton; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted, from and after the Effective Date hereof, on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within forty-five (45) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested in order to justify its belief.

(ii) Should the Licensee demonstrate, and the Issuing Authority reasonably finds, that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

**Section 2.4---POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all generally applicable ordinances and/or regulations enacted and/or amended by the City. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

**Section 2.5---REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License, by passage of time or otherwise, unless (1) the Licensee has had its license renewed for another term, or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6 below, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as practicable. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

**Section 2.6---TRANSFER OF THE RENEWAL LICENSE**

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Subject to applicable law, in considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's management experience, technical expertise, financial capability and legal ability to operate the Cable System under this Renewal License, and may consider other criteria allowable under applicable federal and/or state law and/or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the City in and to the Public Ways or Streets or any other rights of the City under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(d) The Licensee shall submit to the Issuing Authority the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended by mutual written consent of the parties in accordance with applicable law.

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(f) Any proposed controlling or owning Person or transferee approved by the City shall be subject to all of the terms and conditions contained in this Renewal License.

**Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the City.

### ARTICLE 3

#### SYSTEM DESIGN

##### Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate and make available to all residents of the City its existing 750 MHz Subscriber Network, fed by means of a hybrid fiber-optic/coaxial cable network.

(b) The Licensee shall transmit all of its Signals to Brockton Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

##### Section 3.2 --- INSTITUTIONAL NETWORK

(a) The Licensee shall continue to own, operate and maintain the existing Broadband Fiber Institutional Network (the "I-Net"), for the City's use pursuant to this Section 3.2. The City shall have the right to continue using the I-Net to transmit any and all Signals that were being transmitted by the City and the Brockton Public Schools as of and prior to the Effective Date of this Renewal License, from and among those buildings listed in **Exhibit 1** attached hereto and made a part hereof.

(b) The I-Net is an all fiber network utilizing a star architecture emanating from a Hub Site located within the City to all remote I-Net locations. Each location shall consist of two (2) fiber connectivity from the Hub Site. Two (2) fibers shall be used for a bi-directional link supporting all of the Signal transmissions referenced in paragraph (a) above. The I-Net is capable of transmitting 222-860 MHz on the forward band and 5-180 MHz on the reverse band. Other than the criteria set forth in **Exhibit 3**, attached hereto, any use of the I-Net by the City is the sole responsibility of the City and not the Licensee. Except as provided in paragraph (h) below, the I-Net shall not share bandwidth with any other non-City services and/or Users.

(c) The Licensee shall continue to provide and maintain one (1) Institutional Network Connection to a Node in each of the municipal buildings identified in **Exhibit 1** attached hereto, without charge to the City and/or any designated institutions. Additional I-Net Connections, if any, in excess of the above, or relocated I-Net Connections, shall be installed by the Licensee subject to payment by the City of the Licensee's actual costs for time and materials, plus a reasonable rate of return in accordance with applicable law. The location of all I-Net Connections shall be determined jointly by the Licensee and the Issuing Authority, or his or her designee.

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(d) The Licensee shall discuss the location of each Outlet with the appropriate officials in each I-Net Building(s), prior to the installation of such Outlet. The Issuing Authority shall designate such officials in writing to the Licensee. The demarcation point between the City's equipment and the Licensee's I-Net shall be at the Node in each I-Net Building.

(e) Upon the written request of the Issuing Authority, the Licensee may extend the I-Net to include additional sites and/or buildings other than those listed in **Exhibit 1**. Said extensions shall be subject to payment in advance by the City for the Licensee's actual costs for time and materials, plus a reasonable rate of return in accordance with applicable law.

(f) Unless otherwise provided herein, the City and/or its designees shall be solely responsible for any and all User terminal interface equipment supporting all of the Signal transmissions referenced in paragraph (a) above.

(g) The Licensee shall be responsible for any Headend, I-Net Hub Site or other equipment necessary to make the I-Net function, including responsibility for the underlying I-Net or distribution cables, wires, amplifiers, if any, and switching equipment; provided, however, the City shall be responsible for any City owned equipment which may need to be located in the Hub Site. The City shall continue to provide the Licensee with appropriate space for the I-Net Hub Site at the former Shaw School located at 311 Quincy Street in Brockton per the specifications in **Exhibit 2**, attached hereto. The City shall continue to ensure that said space meets the criteria listed in **Exhibit 2** attached hereto. Any relocation of the Hub Site requested by the City shall be subject to payment by the City of the Licensee's actual costs for time and materials plus a reasonable rate of return, in accordance with applicable law. The Licensee shall continue to be responsible for equipment to enable the I-Net to interact with the Subscriber Network such that I-Net transmissions may be transmitted to the Headend on an I-Net channel and then to Subscribers on a PEG Access Channel.

(h) For the term of this Renewal License, the Licensee shall hold all rights and title in the I-Net but shall continue to provide the City the right to use the I-Net, free of charge, throughout the term of this Renewal License, provided that the City shall not lease any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes. Also, the City's use of the I-Net is subject to the following:

(1) Any such use is at the City's sole risk and cost; and

(2) The City indemnifies the Licensee for any loss and/or economic injury resulting from such use except to such extent said loss and/or economic injury is caused by the Licensee's gross negligence.

(i) The I-Net shall be operated, maintained and serviced by the Licensee pursuant to **Exhibit 3**, attached hereto and made a part hereof.

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(j) The I-Net shall be operated and maintained, at a minimum, in compliance with applicable FCC Technical Specifications. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the City or other Users, the Licensee shall use its best efforts to resolve the technical problem as soon as possible or at least within twenty-four (24) hours. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem, including the possibility of a performance test of the I-Net by the Licensee, if appropriate.

**Section 3.3---EMERGENCY ALERT SYSTEM**

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

**Section 3.4---PARENTAL CONTROL CAPABILITY**

The Licensee shall comply with all requirements of federal law(s) and regulations governing Subscribers' capability to control the reception of any channels being received on their television sets.

## **ARTICLE 4**

### **MAINTENANCE AND OPERATION**

#### **Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS**

(a) The Licensee shall make its Cable System Service available to all residents of the City, unless legally or otherwise prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units. Availability of service is also subject to the installation charges herein.

(b) Installation charges shall be non-discriminatory, except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence or except when Licensee is engaged in marketing promotions. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto.

#### **Section 4.2---LOCATION OF CABLE TELEVISION SYSTEM**

The Licensee shall operate and maintain the Cable Television System within the City of Brockton. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and Streets. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

#### **Section 4.3---UNDERGROUND FACILITIES**

(a) In the areas of the City having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at no charge to the City or are required to be placed underground by the City at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.



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(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City ordinances, rules, regulations and/or standards. It is the policy of the City that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers to the extent allowed by applicable law.

**Section 4.4---TREE TRIMMING**

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures in and along Public Ways and Streets. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or his or her designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the City's Tree Warden and/or the Department of Public Works.

**Section 4.5---RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or Street, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

**Section 4.6---TEMPORARY RELOCATION**

Pursuant to applicable law(s), the Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the City. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

**Section 4.7---DISCONNECTION AND RELOCATION**

The Licensee shall, without charge to the City, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required and requested by the Issuing Authority and/or his or her designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity.

**Section 4.8---SAFETY STANDARDS**

The Licensee shall operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration (OSHA) regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

**Section 4.9---PEDESTALS**

In any cases in which Pedestals housing passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment shall be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at City-approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the City in accordance with Section 4.12 infra. In the event that the Licensee is no longer using any such Pedestals for the provision of Cable Service(s), the Licensee shall expeditiously remove any such Pedestals from the Public Way(s) or Streets, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

**Section 4.10---PRIVATE PROPERTY**

The Licensee shall be subject to all laws, ordinances and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the City. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

**Section 4.11---RIGHT TO INSPECTION OF CONSTRUCTION**

(a) Subject to paragraph (b) below, the Issuing Authority and/or his or her designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any inspection requested by the City shall be without charge(s) to the Licensee, and shall have the prior written approval of the Licensee, which approval shall not be unreasonably denied. The Licensee shall have the right to be present during all such inspections.

**Section 4.12---CABLE SYSTEM MAPS**

Upon written request, the Licensee shall file with the Issuing Authority strand maps of all Cable System plant. If changes are made in the Cable System, upon request, the Licensee shall file updated strand maps not more than once annually, not later than thirty (30) days after each anniversary of the Effective Date of this Renewal License.

**Section 4.13---SERVICE INTERRUPTION**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing, constructing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of twenty-four (24) hours notice to all affected Subscribers.

**Section 4.14---COMMERCIAL ESTABLISHMENTS**

The Licensee shall make Cable Service(s) available to any commercial establishments in the City, provided that said establishment(s) agrees to pay for construction, installation and monthly subscription costs as established by the Licensee, including any costs of extending the Trunk and Distribution System, if necessary in order to provide such Cable Service.

**Section 4.15---"DIG SAFE"**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

## **ARTICLE 5**

### **SERVICES AND PROGRAMMING**

#### **Section 5.1---BASIC SERVICE**

The Licensee shall make available a Basic Service to all Subscribers in the City pursuant to applicable federal statute or regulation.

#### **Section 5.2---PROGRAMMING**

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 4**, attached hereto and made a part hereof. Pursuant to applicable law, all Programming decisions, including the programming listed in **Exhibit 4**, attached hereto, are at the sole discretion of the Licensee, which Programming may be subject to change from time to time.

(b) Pursuant to applicable law(s) and/or regulation(s), the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Brockton programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

#### **Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE**

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

#### **Section 5.4--- VCR/DVD CABLE COMPATIBILITY**

In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any two channels and set their VCR/DVD controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request, an A/B switch or by-pass switch, which will allow VCR/DVD owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR/DVD , the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously.

**Section 5.5---CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

**Section 5.6---DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

(a) The Licensee shall continue to provide, install and maintain one (1) Subscriber Cable Drop and/or Outlet and monthly Basic Service, at no charge, to all police and fire stations, public schools, public libraries and other public buildings along the Cable System plant route included in **Exhibit 5**, attached hereto and made a part hereof, and any other public buildings and schools along the Cable System plant route as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the appropriate officials in each of the aforementioned institutions newly receiving Basic Service. The City shall designate such officials in writing to the Licensee. There shall be no costs to the City or any designated institution for the installation and provision of monthly Basic Service and related maintenance.

(b) The Licensee shall supply one (1) non-addressable Converter for each Outlet, without charge to the City, if required for the reception of monthly Basic Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the City shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install any newly requested aerial Drop and/or Outlet within sixty (60) days of any such written request from the Issuing Authority, weather conditions permitting. The exact locations of said Drop and/or Outlet shall be designated in advance by the Issuing Authority or his or her designee(s).

**ARTICLE 6**

**PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS  
FACILITIES AND SUPPORT**

**Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

The Access Corporation, as designated by the Issuing Authority, shall continue to be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6.

**Section 6.2---ACCESS CORPORATION**

The Access Corporation shall provide services to PEG Access Users and the City, as follows:

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;

(2) Manage annual funding;

(3) Conduct training programs in the skills necessary to produce PEG Access Programming;

(4) Provide technical assistance and production services to PEG Access Users, in accordance with available funding;

(5) Establish rules, procedures and guidelines for use of the PEG Access Channels;

(6) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;

(7) Assist Users in the production of Programming of interest to Subscribers and focusing on City issues, events and activities; and

(8) Accomplish and perform all such other tasks as appropriate and necessary, as may be authorized by its Board of Directors.

**Section 6.3---PEG ACCESS CHANNELS**

(a) Upon the Effective Date of this Renewal License, the Licensee shall provide three (3) PEG Access Channels to be programmed and managed by the Access Corporation.

(b) Said PEG Access Channels shall be used to transmit non-commercial PEG Access Programming to Subscribers without charge to the City, the Brockton Public School Department, the Access Corporation and/or Massasoit Community College.

(c) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, without the advance, written notice to the Issuing Authority, the Access Corporation and Massasoit. In the event of any such relocation, the Licensee shall work with the Issuing Authority, the Access Corporation and/or Massasoit to notify Brockton Subscribers of any such new channel locations.

**Section 6.4---PEG ACCESS CHANNELS MAINTENANCE**

The Licensee shall monitor the PEG Access Channels for technical quality consistent with the FCC Technical Standards and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests. The Access Corporation, the Brockton Public Schools and/or Massasoit shall be responsible for the picture quality of all PEG Access Programming up to the demarcation point referenced in Section 6.5(c) below.

**Section 6.5---PEG ACCESS CABLECASTING**

(a) In order that the City, the Access Corporation, the Brockton Public Schools and/or Massasoit can cablecast Programming over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated, then transmitted from any location with Origination Capability, listed in **Exhibit 1**, attached hereto, to the Cable System Headend, on one of the I-Net Upstream Channels made available, without charge, to the City, the Access Corporation, the Brockton Public Schools and/or Massasoit for their use.

(b) The Licensee shall provide the City, the Access Corporation, the Brockton Public Schools and Massasoit with the capability to ensure that said PEG Access Programming is transmitted on the appropriate PEG Access Downstream Channel, in an efficient and timely manner. At the Headend, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Downstream PEG Access Channels. The Licensee shall not charge the City, the Access Corporation, the Brockton Public Schools and/or Massasoit for such responsibility. PEG Access Programming shall be switched to the appropriate Downstream Channel(s) in accordance with Section 3.2 supra.

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(c) The Licensee shall own, maintain, repair and/or replace any Headend or Hubsite Signal processing equipment. The City, the Brockton Public School Department and/or the Access Corporation shall own, maintain, repair and/or replace studio or portable modulators and demodulators. The demarcation point between the Licensee's Signal processing equipment and the City's and/or the Access Corporation's modulation equipment shall be at the output of the City's and/or the Access Corporation's modulator(s) at any of the **Exhibit 1** I-Net Buildings.

(d) The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(e) Nothing herein shall require the Licensee to provide modulation equipment for PEG Access Signal transmission purposes.

**Section 6.6---CENSORSHIP**

Neither the Licensee, the City and/or the Access Corporation shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

**Section 6.7---ACCESS CORPORATION ANNUAL REPORT AND FINANCIAL STATEMENTS**

Not more than once annually, upon the written request of the Licensee to the Issuing Authority, the Issuing Authority shall provide a copy to the Licensee of the Access Corporation's (i) Annual Report (Form PC) filed with the Attorney General's Office and (ii) year-end Financial Statement(s) prepared by a CPA.



## ARTICLE 7

### LICENSE FEES

#### Section 7.1---CABLE-RELATED FUNDING

(a) The Licensee shall commence making Franchise Fee payments, pursuant to Section 622 of the Cable Act, to the Issuing Authority equal to four percent (4%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(25) supra, payable on a quarterly basis. Said payments shall be made directly to the Issuing Authority on a quarterly basis: (i) on May 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of January, February and March; (ii) on August 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on November 15<sup>th</sup> of each year of this Renewal License for the previous (3) month period of July, August and September; and (iv) on February 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of October, November and December,

#### Quarterly Payment Schedule:

Payment Period	Due
January 1 - March 31	May 15
April 1 - June 30	August 15
July 1 - September 30	November 15
October 1 - December 31	February 15

(b) The first payment hereunder shall be for the period of June 1, 2008 through June 30, 2008, and shall be payable no later than August 15, 2008. Thereafter, the quarterly four percent (4%) payments shall be paid in accordance with the schedule in paragraph (a) above. The final payment hereunder shall be payable no later than May 15, 2018 for the period of January 1, 2018 through March 31, 2018.

(c) The Licensee shall file with each of said four percent (4%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 6**. If the Licensee's quarterly payments to the Issuing Authority were less than four percent (4%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the City no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(25) supra.

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(d) In no case shall said four percent (4%) payment(s) include (i) the License Fee payable to the City as required by Section 7.2 below, or any other applicable fees or charges. Said four percent (4%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(e) In the event that the Cable-Related Funding payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the Prime Rate. Any such late payments to the Issuing Authority pursuant to this Section 7.1(d) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 7.1 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

**Section 7.2---LICENSE FEE PAYMENTS**

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the City, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this Renewal License.

(b) The Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include (i) the Cable-Related funding (Section 7.1) and (ii) any License Fees that may be payable to the City and the State; but shall not include the following: (i) any interest due herein to the Issuing Authority because of late payments; (ii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and/or (iii) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

**Section 7.3---PAYMENT**

Pursuant to M.G.L. Chapter 166A, Section 9 and Section 7.2 above, the License Fees shall be paid annually to the City throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

**Section 7.4---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliated Person shall be required to pay to the City, or to any State or

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federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

(c) The term "franchise fee" shall have the meaning defined in Sections 622(g)(1) and (2)(A-E) of the Cable Act.

#### **Section 7.5---LATE PAYMENT**

In the event that the Cable-Related Funding or the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 and Section 7.2 above, interest due on such fee shall accrue from the date due at the Prime Rate. Any payments to the City pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the City pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

#### **Section 7.6---RECOMPUTATION**

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Section 7.6. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than two (2) years after each Cable-Related Funding payment and/or License Fee payment is tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have twenty-one (21) days to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the

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accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Licensee shall contribute to the costs of such audit in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00). The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required License Fee payment to the Town, without interest charges of any kind.

**Section 7.7---AFFILIATES USE OF SYSTEM**

Use of the Cable system by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Brockton.

**Section 7.8---METHOD OF PAYMENT**

All payments by the Licensee to the City pursuant to this Article 7 of the Renewal License shall be made payable to the City.

## **ARTICLE 8**

### **RATES AND CHARGES**

#### **Section 8.1---RATE REGULATION**

The City reserves the right to regulate the Licensee's Basic Service rates and charges to the extent allowable under State and federal laws.

#### **Section 8.2---NOTIFICATION OF RATES AND CHARGES**

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any downgrade or termination charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 7**.

#### **Section 8.3---PUBLICATION AND NON-DISCRIMINATION**

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

#### **Section 8.4---CREDIT FOR SERVICE INTERRUPTION**

In accordance with applicable law(s), in the event that Cable Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

## ARTICLE 9

### INSURANCE AND BONDS

#### Section 9.1---INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, upon written request, but not more than annually, copies of the certificates of insurance for the following policies:

(1) A general commercial liability policy naming the City, its officers, boards, commissions, agents and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence.

(2) A property damage insurance policy naming the City, its officers, boards, commissions, agents and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence.

(3) A general liability policy with excess liability of Five Million Dollars (\$5,000,000.00), in umbrella form.

(4) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:

(a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(5) Worker's Compensation in the minimum amount of the statutory limit.

(6) The following conditions shall apply to the insurance policies required herein:

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(a) Such insurance shall commence no later than the Effective Date of this Renewal License.

(b) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(d) This Renewal License may, after hearing, be revoked for the Licensee's failure to obtain or maintain the required insurance under this Renewal License.

**Section 9.2---PERFORMANCE BOND**

(a) The Licensee shall maintain, without charge to the City, throughout the term of this Renewal License, a faithful performance bond running to the City, with good and sufficient surety licensed to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to Sections 11.1 and 11.2.

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the City that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the City recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the \$100,000.00 required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

**Section 9.3---REPORTING**

Upon renewal of any insurance policies or the performance bond required herein, and/or upon written request, the Licensee shall submit to the Issuing Authority, or his or her designee, copies of all current certificates regarding all insurance policies and the performance bond required herein.

**Section 9.4---INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give to the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

**Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE**

The insurance policies and the performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.



## **ARTICLE 10**

### **ADMINISTRATION AND REGULATION**

#### **Section 10.1---REGULATORY AUTHORITY**

The Issuing Authority and/or his or her designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or his or her designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

#### **Section 10.2---PERFORMANCE EVALUATION HEARINGS**

(a) The Issuing Authority may hold a performance evaluation hearing once every year during the term of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance with the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or his or her designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the City. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to Licensee's compliance with this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's office. If non-compliance is found which results in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra.

#### **Section 10.3---NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

**Section 10.4---EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Issuing Authority or his or her designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the City shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the City the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

**Section 10.5---REMOVAL AND RELOCATION**

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the City the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

**Section 10.6---JURISDICTION AND VENUE**

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

## ARTICLE 11

### DETERMINATION OF BREACH LIQUIDATED DAMAGES-LICENSE REVOCATION

#### Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or his or her designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(iii) commence an action at law for monetary damages;

(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

(v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;

(vi) invoke any other lawful remedy available to the City.

#### Section 11.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(d) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(2) For failure to fully activate, operate, maintain and repair the Institutional Network in accordance with Section 3.2 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access programming and equipment provisions in accordance with the provisions in Article 6 herein, Two Hundred Fifty Dollars (\$250.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and Exhibit 10 attached hereto, Two Hundred Dollars (\$200.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network and/or Institutional Network Drops and/or Outlets in accordance with Sections 3.1, 3.2 and/or 5.6 herein and/or **Exhibits 1** and/or **Exhibit 5**, Fifty Dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day that any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

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(c) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

**Section 11.3---REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

**Section 11.4---TERMINATION**

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

**Section 11.5---NOTICE OF LEGAL ACTION**

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first (i) give the other party 45 days notice that an action will be filed, (ii) meet with the other party promptly before it files any such action, and (iii) if possible, negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representative(s).

**Section 11.6---NON-EXCLUSIVITY OF REMEDY**

No decision by the Issuing Authority or the City to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

**Section 11.7---NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority, the City or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

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(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Issuing Authority, the City or the Licensee under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, City or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the City at any other time. In order for any waiver of the Issuing Authority, City or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority, or the City to take any action in the event of any breach by the other party shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority, or the Licensee to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the other party.

## **ARTICLE 12**

### **SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

#### **Section 12.1---CUSTOMER SERVICE OFFICE IN BROCKTON**

(a) For the entire term of this Renewal License, the Licensee shall continue to maintain and operate a customer service office in the City of Brockton for the purpose of, among other things, payment of bills and return/exchange of equipment. Said office shall be open on a full-time basis during Normal Business Hours, as defined herein.

(b) There shall be no charges to the Issuing Authority and/or the City in connection with the operation of said customer service office in the City.

(c) The Licensee shall make best efforts to continue to locate its customer service office in a downtown location in the City.

(d) Subject to paragraph (a) above, said customer service office hours may be changed reasonably at the discretion of the Licensee; provided, however, that (i) the Licensee shall give the Issuing Authority advance written notice of any such change(s) and (ii) the Licensee shall take into account any possible concerns raised by the Issuing Authority regarding such possible changes.

#### **Section 12.2---TELEPHONE ACCESS**

(a) The Licensee's Call Center shall have a publicly listed toll-free telephone number for its Brockton Subscribers, unless required otherwise to be a local telephone number or connection by applicable law.

(b) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(c) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer call centers are open for business, measured on a quarterly basis, under Normal Operating Conditions.

(d) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of Complaints indicates a clear failure to comply.

**Section 12.3---CUSTOMER SERVICE CALL CENTER**

(a) The Licensee shall maintain and operate a customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

**Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Licensee shall provide Cable Service(s) to Brockton residents who request Service within seven (7) working days of said request, provided that said request is for a standard aerial installation pursuant to Section 4.1(b) supra.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice as to whether said installation visit or service call will occur in the appointed morning, afternoon or, if applicable, evening time blocks.

(c) A Subscriber Complaint or request for service received after Normal Business Hours, shall be responded to the next business day.

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours to address (i) any emergency situations, (ii) a number of similar Complaint calls; and/or (iii) a number of calls coming from the same area.

(e) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood within a one hour timeframe, concerning such an outage, or when the Licensee has reason to know of such an outage. (f) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) working days of receiving a request from a Subscriber to do so.



**Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 8**.

**Section 12.6---BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information pursuant to 207 CMR 10.00 et seq., attached hereto as **Exhibit 7** as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

**Section 12.7---COMPLAINT RESOLUTION PROCEDURES**

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or his or her designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:

- (i) Upon the written request of the Issuing Authority or his or her designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps, if any, taken by the Licensee.

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(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or his or her designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or his or her designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter.

(c) In accordance with applicable law(s), the Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

(d) Notwithstanding the foregoing, if the Issuing Authority or his or her designee(s) determines it to be in the public interest, the Issuing Authority or his or her designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

**Section 12.8---REMOTE CONTROL DEVICES**

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

**Section 12.9---EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee.

**Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

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(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

**Section 12.11---PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

**Section 12.12---MONITORING**

(a) Unless otherwise required by a court order, neither the Licensee nor its agents nor the City nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if such information is no longer necessary for the purposes for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

**Section 12.13---DISTRIBUTION OF SUBSCRIBER INFORMATION**

(a) In accordance with applicable law, the Licensee and its agents and/or employees shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

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(b) The Licensee may disclose such information if the disclosure is:

(i) necessary to render, or conduct a legitimate business activity related to, a Cable Service provided by the Licensee to the Subscriber; and/or

(ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the Person to whom the order is directed; and/or

(iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other Service provided by the Licensee, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

**Section 12.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

**Section 12.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

**Section 12.16---PRIVACY STANDARDS REVIEW**

The Issuing Authority and the Licensee shall periodically review this Article 12 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended by agreement of the Issuing Authority and the Licensee.

## **ARTICLE 13**

### **REPORTS, AUDITS AND PERFORMANCE TESTS**

#### **Section 13.1---GENERAL**

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the City any information in such form and containing such information as may be reasonably requested by the Issuing Authority which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the City Solicitor for a determination of the validity of the Licensee's claim of a proprietary interest.

#### **Section 13.2---FINANCIAL REPORTS**

(a) In accordance with applicable law, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority or his or her designee(s) with a copy of the Cable Division Form 200, filed annually with the Cable Division, which is a financial balance sheet and statement of ownership and which shall be open for public inspection. Said statement and balance sheet shall be sworn to by Licensee's authorized financial representative.

(b) The Licensee shall also provide any other reports required by State and/or federal law.

#### **Section 13.3---CABLE SYSTEM INFORMATION**

Upon written request or as required by applicable law, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include the number of Basic Service Subscribers.

#### **Section 13.4---IN-HOUSE TELEPHONE REPORTS**

No more than twice per year, unless otherwise agreed to by the parties hereto, in order to establish the Licensee's compliance with Section 12.2 and Section 12.5 herein, the Licensee shall provide, upon the written request of the Issuing Authority, with a report of regional telephone traffic generated from an in-house automated call accounting or call tracking system.

**Section 13.5---ANNUAL PERFORMANCE TESTS**

Upon written request of the Issuing Authority, Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

**Section 13.6---QUALITY OF SERVICE**

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which casts such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

**Section 13.7---DUAL FILINGS**

If requested in writing, the Licensee or the Issuing Authority shall make available to one another copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

**Section 13.8---INVESTIGATION**

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by the Issuing Authority provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

**ARTICLE 14**

**EMPLOYMENT**

**Section 14.1--- EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee shall comply with all laws and regulations with respect to Equal Employment Opportunities.

**Section 14.2---NON-DISCRIMINATION**

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

## **ARTICLE 15**

### **MISCELLANEOUS PROVISIONS**

#### **Section 15.1---ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

#### **Section 15.2---CAPTIONS**

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

#### **Section 15.3---SEPARABILITY**

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

#### **Section 15.4---ACTS OR OMISSIONS OF AFFILIATES**

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

#### **Section 15.5---RENEWAL LICENSE EXHIBITS**

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.



### Section 15.6---**WARRANTIES**

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(iii) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There are no actions or proceedings pending or threatened against the Licensee which would interfere with its performance of this Renewal License; and

(v) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable as of the Effective Date of this Renewal License.

### Section 15.7---**FORCE MAJEURE**

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; unavailability of essential equipment, services and/or materials beyond the control of the Issuing Authority, the City or the Licensee; and any other matters beyond the reasonable control of the Issuing Authority, the City or the Licensee.

### Section 15.8---**REMOVAL OF ANTENNAS**

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device (A/B and/or antenna switch) to allow said Subscriber to choose between cable and non-cable television reception.

-Brockton Cable Television Renewal License-

**Section 15.9---SUBSCRIBER TELEVISION SETS**

Pursuant to MGL 166A §5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

**Section 15.10---APPLICABILITY OF RENEWAL LICENSE**

All of the provisions in this Renewal License shall apply to the City, the Licensee, and their respective successors and assignees.

**Section 15.11---NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Office of the Mayor, City Hall, 45 School Street, Brockton, Massachusetts 02301, or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of such notice to the City Solicitor at the same address. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to following addresses or such other address(es) as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

Comcast Cable Communications, Inc.  
Attn: Vice-President of Government Affairs  
440 Myles Standish Boulevard  
Taunton, Massachusetts 02780

with one (1) copy to:

Comcast Cable Communications, Inc.  
Attn: Senior Vice-President of Government Relations  
676 Island Pond Road  
Manchester, New Hampshire 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
1500 Market Street  
Philadelphia, PA 19102

-Brockton Cable Television Renewal License-

(c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

(d) Subject to subsection (c) above, all required notices shall be in writing.

**Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY**

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the City and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

**Section 15.13---CITY'S RIGHT OF INTERVENTION**

The City hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention in an appropriate forum, pursuant to applicable law.

**Section 15.14---TERM**

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

-Brockton Cable Television Renewal License-

## **EXHIBITS**

**EXHIBIT 1**

**I-Net Buildings**

**City of Brockton - School Buildings**

Angelo	472 North Main Street
Arnone	135 Belmont Street
Ashfield	225 Coe Road
BB Russell/Phoenix	45 Oakdale Street
Belmont Elementary	460 Belmont Street
Belmont Kindergarten	460 Belmont Street
Brockton Educational Foundation	43 Crescent Street
Brockton High School	700 Belmont Street
Brookfield	135 Jon Drive
Davis	380 Plain Street
Downey	55 Electric Avenue
East Junior High	464 Centre Street
Franklin	59 Sawtell Avenue
Gilmore	150 Clinton Avenue
Goddard	20 Union Street
Hancock	125 Pearl Street
Howard	837 North Main Street
Huntington	1121 Warren Avenue
Ithaca/Lincoln	70 Highland Avenue
Keith	175 Warren Avenue
Kennedy	900 Ash Street
North Junior High	108 Oak Street
Plouffe	250 Crescent Street
Raymond	125 Oak Street
South Junior High	105 Keith Avenue Extension
West Junior High	271 West Street
Whitman	35 Manomet Street
Massasoit Community College	1 Massasoit Boulevard

**EXHIBIT 1**  
**PAGE TWO**

**City of Brockton – Municipal Buildings**

Animal Control	486 Court Street
Building Department	69 Plain Street
Brockton Community Access	1 North Main Street
City Hall	45 School Street
Department of Public Works	303 Oak Hill Way
D.W. Golf Course	331 Oak Street
East Library	54 Kingman Street
Fire Station #1	42 Pleasant Street
Fire Station #2	945 Main Street
Fire Station #3	916 North Main Street
Fire Station #4	305 Crescent Street
Fire Station #6	560 West Street
Fire Station #7	605 North Carey Street
Main Library	304 Main Street
Melrose Cemetery	88 North Pearl Street
Parks	45 Meadow Lane
Police	7 Commercial Street
Utility/Sewer	39 Montauk Road
West Library	540 Forest Street
Former Shaw School/I-Net Hub	311 Quincy Street

## **EXHIBIT 2**

### **I-NET HUB SPECIFICATIONS**

The I-Net Hub Site, which will be located in a City, School or other location designated by the Issuing Authority, is a mini-headend currently located at 311 Quincy Street to process Signal transmissions at the local level. The City will be responsible for providing adequate space, electrical powering, ventilation, security and reasonable access for cabling and maintenance. The equipment used in the I-Net Hubsite will vary depending on Renewal License commitments and contractual obligations with the City.

#### **I-Net Hub Physical Space and Electrical Requirements:**

1. Provide sufficient space to accommodate one or more racks of equipment measuring approximately 70" tall, 26" wide and 30" deep. This includes front and rear access to the rack with 24" doors. The exact number of racks is determined from final design and depends on the equipment requirements of the City to fulfill the Renewal License obligations herein.
2. Electrical outlet shall be a separate 20 amp service from a circuit breaker panel to each equipment rack(s) using a MIMA L5-20 twist lock connector or equivalent.
3. Equipment location shall require ventilation and/or air conditioning to maintain a reasonably consistent operating environment. The temperature should be consistent with an operating range of 60 to 80 degrees.
4. Equipment shall be located in a secure area with access limited to mutually agreed upon City designated personnel and the Licensee's personnel.
5. Access to equipment shall be needed by designated Licensee employees for installation, repair and maintenance during and after Normal Business Hours.
6. A pathway through the building from the designated I-Net hub equipment room location to the outside cable plant shall be necessary to route fiber optic cable and hard-line coax for Signal distribution.

**EXHIBIT 3**

**INSTITUTIONAL NETWORK OPERATIONAL SPECIFICATIONS**

The Licensee shall maintain the I-Net in accordance with FCC Rules and Regulations, 47 C.F.R. 76, subpart K, where applicable.

The Licensee shall determine and assign the transmit and receive frequencies for all I-Net Users and advise the Issuing Authority of such frequencies in writing.

The Licensee shall determine and design the correct Signal strength levels necessary at each location identified in **Exhibit 1** of this Renewal License.

The City may install its preferred equipment, pursuant to Section 3.2(f); provided, however, the equipment to be used has been pre-approved by Licensee in advance of the connection to the I-Net, which pre-approval shall not be unreasonably denied. Pre-purchase approval is recommended.

The City shall designate an experienced communications professional to oversee the City's use of the I-Net, who shall be the point of contact for I-Net issues for the Licensee.

The Licensee's role in supporting the I-Net shall be limited to the minimum services outlined above. The Licensee may charge the City for all service calls not related to the radio frequency performance of the I-Net, including adds, moves or system changes. Charges shall be billed on a time and material basis, plus a reasonable rate of return in accordance with applicable law.

Any User who causes interference or renders the I-Net ineffective shall be disconnected by the Licensee, with subsequent discussion with the City's point of contact and with subsequent notification to any such User.



**EXHIBIT 4**

**PROGRAMMING AND INITIAL SIGNAL CARRIAGE**

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming;
- + Foreign Language Programming; and
- + Local Programming.

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

# COMCAST

## Channel Lineup

Location: Brockton, Holbrook, Whitman, MA 8600X

Last updated: 12/27/07

### Basic Service <sup>1</sup>

2	WGBH-2 (PBS)
3	CN8
4	WBZ-4 (CBS)
5	WCVB-5 (ABC)
6	WLNE-6 (ABC)
7	WHDH-7 (NBC)
8	New England Cable News
9	Public Access
10	WJAR-10 (NBC)
11	WLVI-56 (CW)
12	Government Access
13	WFXT-25 (FOX)
14	WSBK-38 (IND)
15	WBPX-68 (PAX)
16	WGBX-44 (PBS)
17	WUNI-27 (UNI)
18	WZMY-50 (MyTV)
19	WSBE-36 (PBS)
20	WMFP-62 (IND)
21	WUTF-66 (Telefutura)
22	Massasoit Channel
23	WYDN-48 (Daystar)
70	HSN
71	QVC
95	WNEU-60 (Telemundo)
96	WWDP-46 (Shop NBC)
98	Educational Access
99	RTPi
297	WHDH Weather Plus <sup>2</sup>

### Expanded Basic Service <sup>1</sup>

24	Disney Channel
25	Nickelodeon
26	ABC Family Channel
27	MSNBC
28	MTV
29	VH-1
30	FX
31	TBS
32	Home & Garden TV
33	TNT
34	E! Entertainment
35	USA Network
36	Lifetime
37	A&E
38	The Learning Channel
39	Discovery Channel
40	Food Network
41	Fox News
42	CNN
43	CNN Headline News
44	C-SPAN
46	CNBC
47	The Weather Channel
49	ESPN
50	ESPN2
51	NESN
52	Comcast SportsNet
53	Travel Channel
54	BET
55	Spike TV
56	EWTN/BCTV/ Inspirational/NJTV
57	Bravo
58	The History Channel
59	AMC
60	Cartoon Network

61	Comedy Central
62	Sci-Fi Channel
63	Animal Planet
64	TV Land
65	Versus
66	The Golf Channel
67	BET/RAI/Portuguese Channel
69	TruTV
105	CMT

### Family Tier

43	CNN Headline News
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### Basic Service <sup>1</sup>

209	WGBH World <sup>2</sup>
217	WGBH Kids <sup>2</sup>
237	WGBH Create <sup>2</sup>
283	Leased Access <sup>2</sup>

### Family Tier

24	Disney Channel *
25	Nickelodeon *
32	HGTV *
40	Food Network *
43	CNN Headline News *
44	CSPAN *
47	The Weather Channel *
210	National Geographic *
218	PBS Kids Sprout *
221	Discovery Kids *
222	Toon Disney *
224	The N *
227	Science Channel
229	Trinity Broadcast Network *
240	Do It Yourself Network *
247	CSPAN2 *

### Digital Preferred

201	Sundance
206	Indieplex
216	Oxygen
225	Retroplex
228	Nick TOO
230	FitTV
231	i-Lifetv
233	Discovery Home Channel
239	Fine Living Channel
240	Do It Yourself Network
242	History International
243	Biography Channel
252	Investigation Discovery (I.D.)
253	Military Channel
260	TV Games
270	Lifetime Movie Network
276	CMT Pure Country
279	Great American Country
281	Logo

### Sports Entertainment Pack

213	Turner Classic Movies
250	The Speed Channel
255	Outdoor Channel
256	FOX Soccer Channel
257	NBA TV
259	NHL Network
260	TV Games
261	CBS College Sports Network
262	FCS Atlantic

263	FCS Central
264	FCS Pacific
265	NFL Network
266	Tennis Channel
274	BET on Jazz
278	Fox Movies FXM
599	NBA TV
601 - 609	NBA Team 1-9
714	Gol TV
715	NFL Network
853	NFL Network HD °

### Digital Classic

1	Channel 1 On Demand
183	Jewelry TV
202	Flix
203	Encore Action
204	Encore Love
205	Encore Mystery
207	Encore Westerns
208	Hallmark Channel
210	National Geographic Ch
211	style.
212	Independent Film Channel
214	TV One
215	Women's Entertainment
218	PBS Kids Sprout
219	G4
220	NickToons
221	Discovery Kids
222	Toon Disney
223	Noggin
224	The N
226	Discovery Health
227	Science Channel
229	Trinity Broadcast Network
232	Fox Reality
234	Jewelry TV by ACN
235	Gospel Music Channel
236	The Word Network
238	EWTN
241	BBC America
244	Soapnet
245	Weatherscan Local
246	Bloomberg
248	ESPNNews
249	CSPAN 3
251	AZN-TV
254	Current TV
258	ESPN Classic
271	fuse
272	Urge TV
273	MTV2
275	VH-1 Soul
277	VH-1 Classic
280	MTV Jams
282	Country Music TV
284	Fox Business
326	Encore
711	MTV Tr3s

### Digital Starter <sup>2</sup>

200	MoviePlex <sup>2</sup>
247	C-SPAN2 <sup>2</sup>
267	GSN <sup>2</sup>

**Digital Premium Channels**

301	HBO
302	HBO2
303	HBO Signature
304	HBO Family
305	HBO Comedy
306	HBO Zone
307	HBO Latino
321	STARZ!
322	STARZ! Edge
323	STARZ! in Black
324	STARZ! Kids & Family
325	STARZ! Cinema
327	STARZ! Comedy
341	Cinemax
342	MoreMAX
343	ActionMAX
344	ThrillerMAX
361	Showtime
362	Showtime Too
363	Showtime Showcase
364	Showtime Extreme
365	Showtime Beyond
366	Flix
381	The Movie Channel
382	TMC Xtra

**Pay-Per-View**

401 - 403	Home Theater
435	Pleasure
435	Penthouse TV
451	Playboy
452	fresh!
453	Playboy español
457	clubjenna
459	SPICE:XCESS

**A La Carte**

451	Playboy
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**Music Choice® \*\*\***

501	Sounds of the Season
502	Today's Country
503	Classic Country
504	Bluegrass
505	Hip Hop and R&B
506	Classic R & B
507	R&B Soul
508	R & B Hits
509	Rap
510	Metal
511	Rock

512	Arena Rock
513	Classic Rock
514	Adult Alternative
515	Alternative
516	Retro-Active
517	Electronica
518	Dance
519	Lite Hits
520	Adult Top 40
521	Hit List
522	Kidz Only!
523	Party Favorites
524	Showcase
525	90's
526	80's
527	70's
528	Solid Gold Oldies
529	Smooth Jazz
530	Jazz
531	Blues
532	Reggae
533	Soundscapes
534	Easy Listening
535	Big Band & Swing
536	Singers & Standards
537	Show Tunes
538	Contemporary Christian
539	Gospel
540	Classical Masterpieces
541	Lite Classical
542	Pop Latino
543	Musica Urbana
544	Salsa y Merengue
545	Mexicana
546	Rock 'En Español
547	Americana
548	Opera

**Sports Pay-Per-View**

600	TEAMS (NBA-MLS) Preview Channel
621 - 634	MLB-NHL Game

**International Channels ^**

679	RAI
680	TV Globo
681	SPT
688	TV5Monde
701	Zee TV
702	CTI Zhong Tian
703	RTN

**Canales Selecto Package**

704	Supercanal Caribe
705	Canal 52 MX
706	Discovery en español
707	Cine Latino
708	Fox Sports en español
709	CNN en español
711	MTV Tr3s
712	Venemovies
713	Cine Mexicano
714	Gol TV
716	History en español
717	WAPA
718	NDTV Colorvision
719	Galavision
720	ESPN Deportes

**High-Definition Programming \*\*\***

802	WGBH (PBS) HD +
804	WBZ (CBS) HD +
805	WCVB (ABC) HD +
807	WHDH (NBC) HD +
821	National Geographic HD ++
823	Discovery HD ++
825	WFXT (FOX) HD +
828	MHD ++
831	TBS-HD ++
832	HGTV HD ++
833	TNT HD +++
835	USA HD ++
837	A&E HD ++
838	WSBK (IND) HD +
839	HD Theater +++
842	CNN-HD ++
846	Universal HD +++
848	VS/Golf HD ++
849	ESPN HD +++
850	ESPN 2 HD ++
851	NESN HD ++
852	Comcast SportsNet HD ++
854	Food Network HD ++
856	WLVI (CW) HD +
862	Sci-Fi HD ++
863	Animal Planet HD ++
868	Cinemax HD ** ***
870	HBO HD ** ***
872	History HD ++
875	STARZ! HD ** ***
877	Showtime HD ** ***
881	MOJO +++

Basic, Expanded Basic and Digital Starter Line-up:

1 Subject to availability.

2 Available in all digital format. Digital capable equipment is required. Channels subject to availability.

\* Family Tier is available to customers who subscribe to Basic Service only. Family Tier requires a digital cable box and remote control, billed in addition to the Family Tier price. Additional equipment fees may apply. Pricing does not include applicable taxes, franchise and FCC fees. Music Choice® and Channel 1 On Demand are not available with the Family Tier. Family Tier can not be combined with any other Comcast Digital Cable Package. Premium channels are available at an additional cost to Family Tier subscribers.

Digital Channel Line-up:

\*\* Some restrictions apply. Not all programming is available in all areas. Digital capable equipment is required to receive Digital Cable channels. Additional equipment fees may apply.

\*\*\* High-definition capable equipment is required to receive high-definition channels.

+ High-definition channels, including local signals, are subject to availability. A high-definition (HD) television set (not provided) and HD capable equipment is required.

++ A minimum level of Standard Cable service is required to receive this channel.

+++ A minimum level of Digital Classic service is required to receive this channel.

° A subscription to Sports Entertainment Pack is required to receive this channel.

°° A subscription to the appropriate Premium Pack is required to receive this channel.

°°° A minimum service level of Digital Starter is required in order to receive this channel.

^ Not available as part of a Digital Value Package, available as an A la carte channel only.

**EXHIBIT 5**

**FREE DROPS AND MONTHLY SERVICE  
TO PUBLIC BUILDINGS AND SCHOOLS**

The following public buildings and schools shall receive Drops and/or Outlets and monthly Service at no charge:

**Public Schools:**

Angelo Elementary School	472 North Main Street
Dr. W. Arnone Community School	135 Belmont Street
Ashfield School	225 Coe Road
BB Russell Alternative School	45 Oakdale Street
Belmont Street Kindergarten	440 Belmont Street
Belmont Street Elementary School	460 Belmont Street
Brockton School Department	43 Crescent Street
Brockton High School	470 Forest Street
Brockton High School Stadium	470 Forest Street
Brookfield School	135 Jon Drive
Edgar B. Davis School	380 Plain Street
Downey School	55 Electric Avenue
East Junior High School	464 Centre Street
Franklin School	59 Sawtell Street
Gilmore Academy	150 Clinton Avenue
Goddard School	20 Union Street
Hancock School	125 Pearl Street
Howard School	837 North Main Street
Huntington School	1121 Warren Avenue
Lincoln Alternative School	70 Highland Street
Eldon B. Keith Center	175 Warren Avenue
John F. Kennedy School	900 Ash Street
Massasoit Community College	1 Massasoit Boulevard
North Junior High School	108 Oak Street
Plouffe Elementary School	250 Crescent Street

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Oscar F. Raymond School	125 Oak Street
South Junior High School	105 Keith Avenue Extension
West Junior High School	271 West Street
Whitman School	25 Manomet Street

**Public Buildings:**

Animal Control	486 Court Street
Building Department	Plain Street
City Hall	45 School Street
DW Fields Golf Course	331 Oak Street
East Branch Library	54 Kingman Street
Fire Station	42 Pleasant Street
Fire Station (Montello)	545 North Main Street
Fire Station (East Side)	305 Crescent Street
Fire Station (West Side)	560 West Street
Fire Station	605 North Carey
Fire Station	916 North Main
Fire Station	52 Pleasant Street
Fire Station	945 Main Street
Main Library	304 Main Street
Melrose Cemetery	88 North Pearl Street
Police Station	7 Commercial Street
Sewer Treatment Plant	303 Oak Hill Way
West Branch Library	540 Forest Street
Brockton Community Access	One North Main Street

**EXHIBIT 6**

**GROSS ANNUAL REVENUES REPORTING FORM**

COMCAST  
NORTHCENTRAL DIVISION  
BROCKTON

Period: [enter period of which payment is based]

Totals

**Totals by Service:**

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue <sup>1</sup>	\$ [enter amount]
Other Revenue <sup>2</sup>	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Less Bad Debt net of Recoveries	\$ [enter amount]
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Total Gross Revenues <sup>3</sup> :	\$ [enter total]
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Franchise Fee (4%)	\$ [enter % of total]
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1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Revenue includes, converter, remote, installation, TV Guide, wire maintenance, other billing adjustments and any other miscellaneous revenues required by the definition of Gross Annual Revenues herein.

3 – Gross Annual Revenues as defined in Article 1.

Authorized Comcast Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**EXHIBIT 7**

**207 CMR 10.00**

**BILLING AND TERMINATION OF SERVICE**

**10.01: Billing Practices Notice**

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

**10.02: Services, Rates and Charges Notice**

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by

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March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

**10.03: Form of Bill**

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
- (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
- (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
- (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
- (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
- (e) the amount of the bill for the current billing period, separate from any prior balance due;
- (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
- (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
- (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
- (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

**10.04: Advance Billing and Issuance of Bill**



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- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

**10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service**

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
  - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
  - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
  - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

**10.06: Charges for Disconnection or Downgrading of Service**

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
  - (a) A subscriber requests total disconnection from cable service; or
  - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the

service (s) in question.

- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

#### **10.07: Billing Disputes**

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

#### **10.08: Security Deposits**

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

**EXHIBIT 8**

**FCC CUSTOMER SERVICE OBLIGATIONS**

**TITLE 47--TELECOMMUNICATION**

**CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION**

**PART 76--CABLE TELEVISION SERVICE**

**Subpart H--General Operating Requirements**

**Sec. 76.309 Customer Service Obligations**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering

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Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

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(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

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(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

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**EXHIBIT 9**

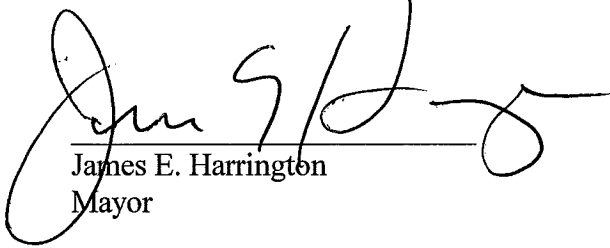
**MASSACHUSETTS CABLE DIVISION FORM 500**

(See Attached)

**SIGNATURE PAGE**

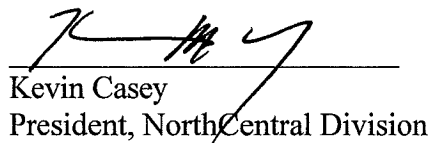
In Witness Whereof, this Renewal License is hereby issued by the Mayor of the City of Brockton, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Southern New England, Inc., this 7th day of April, 2008.

**The City of Brockton, MA**



James E. Harrington  
Mayor

**Comcast of Brockton, Inc.**



Kevin Casey  
President, North Central Division



# Form 500 Complaint Data - Paper Filing

City/Town:

Filing Year:

Number of Subscribers:

Cable Company:

Address:

Address:

Contact:

Phone:

E-Mail:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days

A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

Average Resolution Time:

Manner of Resolution:

Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.

Total Complaints

Avg. Resolution Time (see code above)

B.

A.

C.

Advertising/Marketing

Appointment/Service call

Billing

Customer Service

Defective Notice

Equipment

Installation

Reception

Service Interruption

Unable to Contact

Failure to Respond to Original Complaint

Other: